

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JULY 19, 2017

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, July 19, 2017 at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call

Present: Sieber, De Wane, Nicholson (7:04pm), Hoyer, Lefebvre, Erickson, Zima (7:04pm), Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Excused: Gruszynski

Total Present: 25 Total Excused: 1

No. 1 -- ADOPTION OF AGENDA.

Chairman Moynihan amended the agenda by striking items #11a-c (Closed Session).

A motion was made by Supervisor Nicholson and seconded by Supervisor Clancy **“to adopt the agenda as amended.”** Voice vote taken. Motion carried unanimously.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board's role is to listen and not discuss comments nor take action on those comments at this meeting.

Glen Jordan, 3464 Meadow Sound Drive, Green Bay; Mike Tesar, 3505 Lime Kiln Road, Green Bay; Nick Kolanko, MD, 3668 Beachmont Road, Green Bay; and Ryan Radue, 2111 Dollar Road, DePere, all spoke against the proposed manure pit in the Town of Ledgeview during comments from the public. Allison Kaufman, 3433 Meadow Sound Drive, Green Bay, noted in writing on a comment form that she is also against the proposed manure pit. (*See end of minutes for a map of the location of the proposed manure pit which was handed out to the Board by Mike Tesar.)

Fr. Bill Ribbens, 1016 N Broadway, DePere, spoke to the Board in favor of the proposed “ban the box” ordinance (referring to the check-box on the Brown Co. job application which questions an applicant’s criminal history).

No. 3 -- APPROVAL OF MINUTES OF JUNE 21, 2017.

A motion was made by Supervisor Dantinne and seconded by Supervisor Becker “**to approve.**” Voice vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Evans stated he was not aware of a manure pit being proposed in the Town of Ledgeview. Further discussion amongst Supervisors then took place about the manure pit (see Late Communication, item #12a).

Vice Chairman Lund invited everyone to the Fall Fest on August 20th at St. Edward & Isidore Parish.

Supervisor Becker invited everyone to come to Pulaski this weekend for the annual Pulaski Polka Days.

Supervisor Zima announced that as a result of last evening’s Green Bay City Council meeting, there will be a joint meeting of the City Council and the RDA regarding the room tax proposal.

Supervisor Campbell thanked all the Brown Co. employees and other volunteers who worked so hard at the Employee Picnic held yesterday at Pamperin Park.

Supervisor Linssen thanked the DePere Pink Flamingos for another successful softball tournament last weekend. Supervisor Linssen stated that since the Pink Flamingos have been in existence, they’ve raised \$1 million in support of various groups and organizations in their community.

No. 5 -- COMMUNICATIONS. None.

LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISOR VAN DYCK: REQUEST A REVIEW OF THE PERMITTING PROCESS FOR MANURE PITS IN BROWN COUNTY AND A SPECIFIC REVIEW OF THE PROPOSED MANURE PIT IN THE TOWN OF LEDGEVIEW INCLUDING JURISDICTION OF BROWN COUNTY.

Referred to Land Conservation Subcommittee.

No. 5b -- FROM SUPERVISOR SCHADEWALD: TO THE PUBLIC SAFETY COMMITTEE TO REVIEW THOSE PARTS OF THE CURRENT BROWN COUNTY-ONEIDA SERVICE AGREEMENT THAT APPLY TO THE DEPARTMENTS THEY OVERSEE.

Referred to Public Safety Committee.

No. 6 -- APPOINTMENTS BY COUNTY EXECUTIVE.

No. 6a -- APPOINTMENT OF JOHN FENNER TO BROWN COUNTY HOUSING AUTHORITY.

A motion was made by Supervisor Zima and seconded by Supervisor Evans **“to receive and place on file.”** Following discussion, roll call vote was taken:

Ayes: De Wane, Erickson, Zima, Evans, Buckley, Dantine, Kaster

Nayes: Sieber, Hoyer, Lefebvre, Vander Leest, Landwehr, Ballard, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Abstain: Nicholson, Brusky

Absent: Gruszynski

Total Ayes: 7 Total Nayes: 16 Total Abstain: 2 Total Absent: 1

Motion failed.

A motion was then made by Supervisor Sieber and seconded by Supervisor De Wane **“to hold appointment for 30 days”**.

A motion was made by Supervisor Linssen and seconded by Supervisor Landwehr **“to call the question”**. Voice vote was taken and according to the Chairman, the Nayes have it. Motion failed.

Following further discussion, a roll call vote was taken on Supervisor Sieber's motion to hold appointment for 30 days:

Ayes: Sieber, De Wane, Erickson, Zima, Evans, Buckley, Dantine, Kaster, Van Dyck

Nayes: Hoyer, Lefebvre, Vander Leest, Landwehr, Ballard, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Abstain: Nicholson, Brusky

Absent: Gruszynski

Total Ayes: 9 Total Nayes: 14 Total Abstain: 2 Total Absent: 1

Motion failed.

A motion was then made by Supervisor Kneiszel and seconded by Supervisor Campbell **“to approve the above appointment”**. Roll call vote taken:

Ayes: Sieber, Hoyer, Lefebvre, Vander Leest, Dantine, Ballard, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nayes: De Wane, Erickson, Zima, Kaster

Abstain: Nicholson, Evans, Buckley, Landwehr, Brusky

Absent: Gruszynski

Total Ayes: 16 Total Nays: 4 Total Abstain: 5 Total Absent: 1

Motion carried.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

Executive Streckenbach advised the Board that he is a believer in Supervisors getting involved on committees and feels like we are much stronger when we work together.

Executive Streckenbach updated the Board on the room tax proposal and where it stands after yesterday's Green Bay City Council meeting. He stated there has been a stumbling block with the Redevelopment Authority (RDA) but there will be a joint meeting soon between the RDA and the City Council.

Executive Streckenbach commended the Supervisors who are also on the City Council for their help thus far with the room tax proposal.

Executive Streckenbach talked about the upcoming budget and advised the Board that they will have to make decisions soon regarding the new budget.

Executive Streckenbach thanked all those involved with the Employee Picnic last night. He stated everyone worked so hard and it was nice to see Supervisors, department heads and employees there. Executive Streckenbach challenged all Supervisors to attend next year.

Following Executive Streckenbach's report, Supervisor De Wane thanked those who attended the Green Bay City Council meeting last night in support of the room tax proposal. Supervisor De Wane stated that he, as President of the City Council, would make certain the meeting between the RDA and the City Council takes place soon.

No. 7b -- REPORT BY COUNTY BOARD CHAIRMAN.

Chairman Moynihan encouraged Supervisors to ask budget questions now as we are headed into the budget process.

Chairman Moynihan advised any Supervisor who is interested in attending the WCA Convention in September should let him know.

Chairman Moynihan stated he is a member of the Employee Benefits Advisory Committee and asked if any other Supervisors wanted to join the committee.

Chairman Moynihan offered his congratulations to Supervisor Becker and his wife on their birth of their son, Benjamin and to Supervisor Ballard and his new wife, Heidi, on their recent marriage. Chairman Moynihan also wished his wife a happy anniversary.

No. 8 -- OTHER REPORTS. NONE.

No. 9 -- STANDING COMMITTEE REPORTS

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF JULY 12, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in regular session on July 12, 2017 and recommends the following:

1. Review minutes of:
 - a. Housing Authority (May 15, 2017). Receive and place on file.
2. Communication from Supervisor Becker re: Brown County Human Resources removes the check box on all employment applications that asks applicants if they have been convicted of a crime. To send this to Brown County Human Resources and Corporation Counsel to draft an ordinance to incorporate this into Chapter 4. Motion Carried 3 to 1
3. Update on Facilities Needs from all Departments. *No action taken.*
4. County Clerk - Budget Status Financial Report for May 2017 (Unaudited). Receive and place on file.
5. Child Support - Budget Status Financial Report for May 2017 (Unaudited). Receive and place on file.
6. Child Support - Departmental Openings Summary. Receive and place on file.
7. Child Support - May/June Director Summary. Receive and place on file.
8. TS - Budget Status Financial Report for May 2017 (Unaudited). Suspend the rules to take Items 8, 9 & 10 together.
9. TS - Budget Adjustment Request (17-52): Any increase in expenses with an offsetting increase in revenue. *See Item 10.*
10. Technology Services Monthly Report. To approve Items 8, 9 & 10.
11. Treasurer - Budget Status Financial Report as of May 31, 2017. Receive and place on file.
12. Treasurer - Discussion and possible action on the sale of the following tax deed parcels located in the City of DePere: Parcel WD-207-2-1 at Patriot Way Bdr RR in the City of DePere. To follow the Treasurer's recommendation and put it up for sale.
13. Treasurer - Discussion / Action – Approval to release Request for Proposal (RFP) For Banking Services.
To approve with the change under Attachment B: RFP Scoring, Item 2: Scoring Methodology, Item 4: New Cost, should be changed from 25 points to 20 points.
14. HR - Budget Status Financial Report for May 2017 (Unaudited). Receive and place on file.
15. HR - Turnover Reports. Receive and place on file.
16. HR - Department Vacancies Report. Receive and place on file.
17. HR - Worker's Compensation Reports. Receive and place on file.
18. HR Director's Report. Receive and place on file.
19. Dept. of Admin - Budget Status Financial Report for May 2017 (Unaudited). Receive and place on file.
20. Dept. of Admin - Budget Status Report – Levy Funded Departments as of May 31, 2017. Receive and place on file.
21. Dept. of Admin - Budget Adjustment Log. Receive and place on file.
22. Dept. of Admin - Review and possible action on Chapter 2 of Brown County Code of Ordinances. Receive and place on file.

23. Dept. of Admin - Resolution re: A Change in Table of Organization for the Department of Administration's Risk Manager, Buyer, and Purchasing Clerk Positions. To approve with the amendment. See Resolutions & Ordinances.
24. Dept. of Admin - Director's Report. Receive and place on file.
 - a. Update on Sales Tax and Room Tax Ordinance. Receive and place on file.
25. Audit of bills. To audit the bills.

A motion was made by Supervisor Schadewald and seconded by Supervisor Becker "**to adopt.**" Supervisor Zima requested item #2 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously.

2. Communication from Supervisor Becker re: Brown County Human Resources removes the check box on all employment applications that asks applicants if they have been convicted of a crime. To send this to Brown County Human Resources and Corporation Counsel to draft an ordinance to incorporate this into Chapter 4. Motion Carried 3 to 1.

Following discussion, a motion was made by Supervisor Schadewald and seconded by Supervisor Becker "**to approve item #2**". Voice vote taken. Motion carried unanimously.

No. 9b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF JUNE 29, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EDUCATION & RECREATION COMMITTEE** met in regular session on June 29, 2017 and recommends the following:

1. Review Minutes of:
 - a. Library Board (April 20, 2017 & April 25, 2017). Receive and place on file.
2. NEW Zoo Budget Status Financial Report for May 2017 - Unaudited. Receive and place on file.
3. Zoo Director's Report and Zoo Monthly Activity Reports. Receive and place on file.
4. Museum Budget Status Financial Report for May 2017 - Unaudited. Receive and place on file.
5. Museum - Resolution Adopting the 2017 Neville Public Museum Visitor Experience and Architectural Exhibition and Master Plan. To approve. See Resolutions & Ordinances.
6. Museum - Director's Report. Receive and place on file.
7. Golf Course Budget Status Financial Report for May 2017 - Unaudited. Receive and place on file.
8. Golf Course - Request for Approval – Approve Contract for Winning Bidder for Golf Course Family Tee Project. To accept the Topp Shape Enterprises base bid and all options for \$132,115.00.
9. Golf Course - Superintendent's Report. Receive and place on file.
10. Library - Director's Report. Receive and place on file.
11. Park Mgmt. Budget Status Financial Report for May 2017 – Unaudited. Receive and place on file.
12. Request for Approval re: Fee Waiver request from Denmark Memory Café for use of Neshota Park, July 20th. To approve.

13. Park Mgmt. - Discussion re: Implementation of Parks Ban, draft provided. To refer back to staff for further information.
14. Park Mgmt. - Discussion re: Feasibility of Jurisdictional transfer of 6.21 acre Wrightstown Boat Landing to Village of Wrightstown. To refer it back for continued discussions.
15. Park Mgmt. - May 2017 Park Attendance and Field Staff Reports. Receive and place on file.
16. Park Mgmt. - Assistant Director's Report. Receive and place on file.
17. Resch Centre/Arena/Shopko Hall – Complex Attendance for the Brown County Veterans Memorial Complex for May 2017. Receive and place on file.
18. Audit of bills. To pay the bills.

A motion was made by Supervisor Sieber and seconded by Supervisor Van Dyck **“to adopt.”** Voice vote taken. Motion carried unanimously.

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF JULY 10, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EXECUTIVE COMMITTEE** met in regular session on July 10, 2017 and recommends the following:

1. Review Minutes of: None.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay.
3. Communication from Supervisor Evans re: To have Corporation Counsel and Human Resources review Chapter 4 and the Employee Handbook Chapter 30.01 as it relates to language for Progressive Discipline and make appropriate suggestions as how to incorporate such language and procedures. To refer to staff.
4. Communication from Supervisor Ballard re: A resolution in support of 2017 Assembly Bill 292, and Senate Bill 228, relating to the sale of the Green Bay Correctional Institution, construction and lease with an option to purchase a new correctional institution within Brown County.
 - i. To take Item 9 at this time.
 - ii. To support this Resolution. See Resolutions & Ordinances.
5. Communication from Supervisor Van Dyck re: Amend the Debt Reduction Infrastructure and Property Tax Ordinance to include language that clarifies that the ½% sales tax ends as soon as sufficient sales tax funds are collected to pay for identified and approved projects or \$147 million, whichever comes first.
 - i. Receive and place on file. *Motion rescinded.*
 - ii. To refer to Administration Committee.
6. An Ordinance to Create Chapter 43 of the Brown County Code of Ordinances Entitled “Property Assessed Clean Energy Financing”.
 - i. To take Items 6 & 7 together.
 - ii. To amend the resolution to include language that any property owner entering into the PACE program notify their tenants of the same.
 - iii. To approve the resolution as amended.
 - iv. To approve the ordinance. See Resolutions & Ordinances.
7. Property Assessed Clean Energy (PACE) Resolution. *See action at Item 6 above.*

8. Resolution re: a Change in Table of Organization for the Department of Administration's Risk Manager, Buyer, and Purchasing Clerk Positions. To approve the change. See Resolutions & Ordinances.
9. Resolution Supporting 2017 Assembly Bill 292 & 2017 Senate Bill 228, Regarding the Sale of the Green Bay Correctional Institution. To support this resolution. (See *Item 4 above*). See Ordinances, Resolutions
10. Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE. To hold for one month.
11. Internal Auditor Report:
 - a. Request For Proposal (RFP) – Auditing Services (Project #2159). To approve the RFP as presented.
 - b. Board of Supervisors Budget Status Financial Reports – May 2017 (Unaudited). Receive and place on file.
 - c. Status Update: June 1 – June 30, 2017. Receive and place on file.
12. Human Resources Report:
 - a. Discussion re: Electrician's Pay.
 - i. To refer to Administration and Human Resources to give numbers of how many units and people this affects and bring information back to Executive Committee.
 - ii. To forward Mr. Fenlon's position to HR and Corporation Counsel for reclassification of his position to that of employees Braun and Hall and bring forward at the next regular PD&T meeting. *Failed for lack of second.*
13. Department of Administration Report:
 - a. Budget Status Report – Levy Funded Departments as of May 31, 2017. *No action taken.*
14. County Executive Report. *No report; no action taken.*

A motion was made by Vice Chair Lund and seconded by Supervisor Sieber **"to adopt."** Voice vote taken. Motion carried unanimously.

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF JUNE 28, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **HUMAN SERVICES COMMITTEE** met in regular session on June 28, 2017 and recommends the following:

1. Review Minutes of:
 - a. Aging & Disability Resource Center (March 23, 2017).
 - b. Aging & Disability Resource Center Executive & Finance Committee (April 1, 2016).
 - c. Children with Disabilities Education Board (May 2, 2017).
 - d. Mental Health Treatment Ad Hoc Committee (May 17, 2017).
 - e. Veterans' Recognition Subcommittee (May 16, 2017).
 - i. To suspend the rules to take Items 1 a-e together.
 - ii. Receive and place on file Items 1 a – e.
2. Wind Turbine Update - Receive new information – Standing Item. *No action taken.*
3. Human Services Dept. - Budget Adjustment (17-50): Any increase in expenses with an offsetting increase in revenue. To approve.
4. Human Services Dept. - Executive Director's Report. Receive and place on file.

5. Human Services Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
6. Human Services Dept. - Statistical Reports.
 - a. CTC Staff – Double Shifts Worked.
 - b. Monthly CTC Data - Bay Haven Crisis Diversion/Nicolet Psychiatric Hospital.
 - c. Child Protection - Child Abuse/Neglect Report.
 - d. Monthly Contract Update.
 - i. Suspend the rules to take Items 6 a – d together.
 - ii. Receive and place on file Items 6 a – d.
7. Human Services Dept. - Request for New Non-Continuous and Contract Providers and New Provider Contract. Receive and place on file.
8. Audit of bills. To receive.

A motion was made by Supervisor Hoyer and seconded by Supervisor Brusky **“to adopt.”**
Voice vote taken. Motion carried unanimously.

**No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION
COMMITTEE OF JUNE 26, 2017.**

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE** met in regular session on June 26, 2017 and recommends the following:

1. Review Minutes of:
 - a. Planning Commission Board of Directors (May 3, 2017).
 - b. Revolving Loan Fund Committee (April 14, 2017).
 - i. To take Items 1a and b together.
 - ii. To receive and place on file Items 1a and b.
 - c. Transportation Coordinating Committee (March 13, 2017). To refer to Corporation Counsel to report back at County Board.
2. Communication from Supervisor Lefebvre re: To PD&T Committee regarding Brown County's future landfill site in location to the headwater of the East River. *Held for one month.*
 - i. Receive and place on file.
 - ii. To suspend the rules to take Items 3 – 7 together.
3. Register of Deeds - Budget Status Financial Report for May 2017. To approve Items 3 – 7.
4. Planning Commission - Planning Budget Status Financial Report for May 2017 - Unaudited. *See action at Item 3 above.*
5. Property Listing – Budget Status Financial Report for May 2017 - Unaudited. *See action at Item 3 above.*
6. Zoning – Budget Status Financial Report for May 2017 - Unaudited. *See action at Item 3 above.*
7. UW-Extension - Budget Status Financial Report for May 2017 - Unaudited. *See action at Item 3 above.*
8. Port & Resource Recovery - Bay Port Hurlbut Lease- Request For Approval. To approve as amended, eliminating the part below 11 and changing a, b, c to c, a, b.

9. Port & Resource Recovery - Recycling Transfer Station Concrete Floor Replacement Bid – Request For Approval. To approve the bid to Zeise Construction for \$191,426.00 with the alternate of the abandon catch basis for \$750 and the option of removal of concrete walls for \$13,000.
10. Port & Resource Recovery - Non-Binding Letter of Intent for Digester Land Lease – Request For Approval. To approve.
11. Port & Resource Recovery - Director's Report. Receive and place on file.
12. Public Works - Summary of Operations. Receive and place on file.
13. Public Works - Director's Report. Receive and place on file.
14. Airport - Departmental Opening Summary. To approve.
15. Airport Budget Status Financial Report for May 2017 - Unaudited. Receive and place on file.
16. Airport - An Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation". *Referred back from June County Board. This item was held. See Resolutions & Ordinances.*
17. Airport - Upcoming Petition for State Aid.
 - a. Petition Project Summary.
 - b. State Aid Resolution – DRAFT.
 - c. Agency Agreement – DRAFT.To approve and move to a 6:45 pm Special PD&T meeting prior to the County Board for final approval of the resolution petitioning for state aid and the accompanying agency agreement. See Resolutions & Ordinances.
18. Airport - Director's Report. Receive and place on file.
19. Acknowledging the bills. To hold the acknowledge receipt of the bills until the July meeting.

A motion was made by Supervisor Landwehr and seconded by Supervisor Dantine "to adopt". Voice vote taken. Motion carried. (*Note: Supervisor Dantine "Abstained" from the vote on item #9.)

No. 9ei -- REPORT OF SPECIAL PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF JULY 19, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE** met in special session on July 19, 2017 and recommends the following:

1. Resolution Petitioning the Secretary of Transportation for Airport Development and Improvement Aid. *Motion pending Special PD&T meeting of July 19, 2017. See Resolutions & Ordinances. Motion to approve made by Supervisor Landwehr and seconded by Supervisor Sieber.*

A motion was made by Supervisor Erickson and seconded by Supervisor Sieber "to adopt." Voice vote taken. Motion carried unanimously.

No. 9eii-- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF JUNE 26, 2017.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **LAND CONSERVATION SUBCOMMITTEE** met in regular session on June 26, 2017 and recommends the following:

1. Open Position Report. Receive and place on file.
2. May 2017 Financials. Receive and place on file.
3. Directors Report:
 - a. Demonstration Farm and EQIP Agreement with NRCS-Update. Receive and place on file Item 3a.
 - b. Community Digester Feasibility Study- Update. Receive and place on file Item 3b.
 - c. County Deer Advisory Council (CDAC) Application-Update. Receive and place on file.

A motion was made by Supervisor Dantinne and seconded by Supervisor Landwehr “**to adopt.**” Voice vote taken. Motion carried unanimously.

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE. – No Meeting Held.

No. 10 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 10a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

17-50
HHS-Health

2016 Consolidated Contract - additional funds were awarded to the following grants. New and additional funds will be directed to building an electronic communication network for Emergency Medical Services within the seven counties of Region 3, Northeast Wisconsin.
BIOT Hospital Prepare (155171) - \$57,453
HPP Ebola (155189) - \$46,026
BIOT Focus A Planning (155015) - \$8,137
Bioterrorism Preparedness (155050) - \$1,625
PHEP Ebola (11111) - \$625

Amount: \$113,866

Beginning in 2008 continuing through today BCCAN has built, operated and maintained a 65+ mile fiber optic network spanning the greater Green Bay & surrounding areas. During BCCAN's design phase (2006-07), the GB Public School Dist. was an active participant; however, as a result of a failed referendum, the District was forced to withdraw their participation. BC Technology Services had the foresight to include additional capacity in their fiber optic backbone network earmarked for District use in anticipation of a future reintroduction of the GB Public School District into the fiber optic network. BCCAN took an additional step of obtaining a USAC Form 498 ID/SPIN (143037224) in anticipation of offering these strands back to the District through the E-Rate program.

GBAPSD has awarded BCCAN a 10 Year IRU (Indefeasible Right of Use) contract to provide their fiber optic WAN services. These connections are made via "last mile" construction from each site to the existing BCCAN fiber optic infrastructure. The awarded bid amount for this fiber optic WAN service is \$3,703,709 (as a side note, the next cheapest comparable bid was from Spectrum at \$6,250,960).

Amount: \$3,703,709

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE
HUMAN SERVICES COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/24/17

Authored by Administration
Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.

A motion was made by Supervisor Nicholson and seconded by Supervisor Clancy **"to adopt"**.
Voice vote take. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION #10a

ON THE FOLLOWING PAGES

17-50

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board


Justification for Budget Change:

2016 Consolidated Contract – additional funds were awarded to the following grants. New and additional funds will be directed to building an electronic communication network for Emergency Medical Services within the seven counties of Region 3, Northeast Wisconsin.

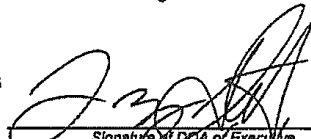
BIOT Hospital Prepare (155171)	\$57,453	Bioterrorism Preparedness (155050)	\$1,625
HPP Ebola (155189)	\$46,026	PHEP Ebola (11111)	\$625
BIOT Focus A Planning (155015)	\$8,137		
			Amount: \$113,866

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.060.300.4302	CARS State Grant and Aid Revenue	\$113,866
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.060.300.5395	Equipment - <i>Non outlay</i>	\$113,866
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

4/13/17


 Signature of Department Head
 Department: Health & Human Services
 Date: 5/30/17

AUTHORIZATIONS


 Signature of DOA or Executive
 Date: 5/31/17

Revised 4/1/14

10a

**DIVISION OF PUBLIC HEALTH
DPH CONTRACT 30500
AMENDMENT 9**

The Department of Health Services, on behalf of the Division of Public Health and Brown County Health Department agree to amend their original agreement for the program titled BIOT Hospital Prepare (Profile 155171), HPP Ebola (Profile 155189), Bioterrorism Preparedness (Profile 155050), PHEP Ebola (Profile 11111), and BIOT Focus A Planning (Profile 155015) as follows:

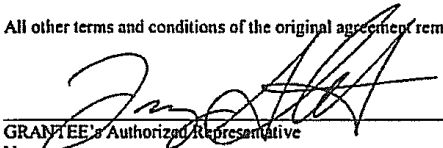
REVISION: SECTION 5. SERVICES

Additional projects to be completed as detailed in attached Exhibit(s).

Adjustment will be made to the Community Aids Reporting System (CARS) based on the information in the table below.

Agency #	Agency Type	Profile #	Current Contract Level	Contract Change Amount	New Contract Level	Contract Period
5	730	155171	--	\$57,453	\$57,453	7/1/16- 6/30/17
5	730	155189	\$10,459	\$46,026	\$56,485	5/1/16- 5/31/17
5	730	155050	--	\$1,625	\$1,625	7/1/16- 6/30/17
5	730	11111	--	\$625	\$625	7/1/16- 6/30/17
5	730	155015	\$117,354	\$8,137	\$125,491	7/1/16- 6/30/17

All other terms and conditions of the original agreement remain unchanged.


 GRANTEE's Authorized Representative _____ 5/31/17 _____
 Name: _____ Date
 Title: _____

GRANTOR's Authorized Representative _____ Date _____
 Chuck J. Warzecha
 Administrator / Deputy Administrator, Division of Public Health
 Department of Health Services

10a

17-52

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

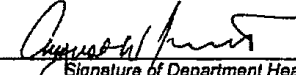
Beginning in 2008 continuing through today BCCAN has built, operated and maintained a 65+ mile fiber optic network spanning the greater Green Bay & surrounding areas. During BCCAN's design phase (2006-07), the GB Public School Dist. was an active participant; however, as a result of a failed referendum, the District was forced to withdraw their participation. BC Technology Services had the foresight to include additional capacity in their fiber optic backbone network earmarked for District use in anticipation of a future reintroduction of the GB Public School District into the fiber optic network. BCCAN took an additional step of obtaining a USAC Form 498 ID/SPIN (143037224) in anticipation of offering these strands back to the District through the E-Rate program.

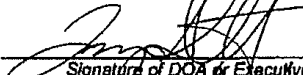
GBAPSD has awarded BCCAN a 10 Year IRU (Indefeasible Right of Use) contract to provide their fiber optic WAN services. These connections are made via "last mile" construction from each site to the existing BCCAN fiber optic infrastructure. The awarded bid amount for this fiber optic WAN service is \$3,703,709 (as a side note, the next cheapest comparable bid was from Spectrum at \$6,250,960).

Amount: \$3,703,709

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	670.022.001.4700.265	Intergovernmental Charges Fiber	3,703,709
<input checked="" type="checkbox"/>	<input type="checkbox"/>	670.022.001.5395	Equipment - nonoutlay	55,288
<input checked="" type="checkbox"/>	<input type="checkbox"/>	670.022.001.6182.100	Construction General	3,648,421
<input checked="" type="checkbox"/>	<input type="checkbox"/>	670.022.001.6110.900	Outlay Contra	3,648,421

AUTHORIZATIONS


 Signature of Department Head
 Department: Technology Services
 Date: 6/19/2017


 Signature of DOA or Executive
 Date: 6/27/17

MW
6/19/17

10a

Administration and Executive Committees

**No. 10b -- RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION FOR THE
DEPARTMENT OF ADMINISTRATION'S RISK MANAGER, BUYER, AND
PURCHASING CLERK POSITIONS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Brown County Administration Department ("Department") table of organization currently includes a vacant 1.00 FTE Buyer and a vacant 1.00 FTE Purchasing Clerk position ("Position"); and

WHEREAS, the required duties and responsibilities have been reviewed and it was determined that the Buyer position could adequately absorb the duties of the Administrative Clerk without hardship and create a cost savings in the Department; and

WHEREAS, the Department has faced recruiting challenges for the Risk Manager vacancy due to the lower pay grade in which it is assigned in the Classification and Compensation Plan. The Department requests a reclassification of the position moving it from pay grade 6 to pay grade 5 in order to attract higher level candidates and become competitive with similar vacancies in the area; and

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, the deletion of the 1.00 FTE Administrative Clerk from the Administration table of organization, the reclassification of the 1.00 FTE Buyer to 1.00 FTE Buyer/Purchasing Clerk, and the reclassification of 1.00 FTE Risk Manager in Pay Grade 6 to 1.00 FTE Risk Manager in Pay Grade 5 of the Classification and Compensation Plan.

Budget Impact:

Administration Department

Partial Year Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
Administrative Clerk, PG 17	(1.00)	Deletion	(\$22,342)	(\$11,527)	(\$33,869)
Risk Manager, PG 6	(1.00)	Deletion	(\$46,177)	(\$11,745)	(\$57,922)
Risk Manager, PG 5	1.00	Addition	\$58,349	\$15,616	\$73,965
Partial Year Budget Impact			(\$10,170)	(\$7,656)	(\$17,826)

Annualized Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
Administrative Clerk, PG 17	(1.00)	Deletion	(\$36,212)	(\$15,350)	(\$51,562)
Risk Manager, PG 6	(1.00)	Deletion	(\$76,814)	(\$21,436)	(\$98,250)

Risk Manager, PG 5	1.00	Addition	\$84,282	\$22,556	\$106,838
Annualized Budget Impact			(\$28,744)	(\$14,230)	(\$42,974)

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Table of Organization change will result in a savings of \$17,826 for 2017 and an annual savings of \$42,974 thereafter.

Respectfully submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/24/17

Authored by Human Resources
Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Nicholson and seconded by Supervisor Vander Leest “**to adopt**”. Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION #10b

ON THE FOLLOWING PAGES

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600



PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 06/29/2017
REQUEST TO: Executive Committee, Administration Committee
MEETING DATE: July 10, 2017 and July 12, 2017
REQUEST FROM: Kathryn Roellich
Human Resources Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution Regarding Reorganization of the Administration Department Table of Organization

ISSUE/BACKGROUND INFORMATION:

Administration currently has a Buyer and an Administrative Clerk vacant. After reviewing the duties of each position, it was determined that the Buyer position could efficiently absorb the duties of the Administrative Clerk-creating a cost savings within the department.

Administration has faced recruiting challenges for their Risk Manager position due to the low salary range within the assigned pay grade. Increasing the pay grade will open the door to higher level candidates and allow Brown County to remain competitive with similar roles in the area.

ACTION REQUESTED:

Delete the Administrative Clerk position and reclassify the Buyer position to a Buyer/ Purchasing Clerk.

Move the Risk Manager position from pay grade 6 to pay grade 5.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? (\$42,974) annually _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☒ Yes ☐ No
 1. If yes, in which account? 100.032.031
 2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10b

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE: RISK MANAGER
REPORTS TO: DIRECTOR OF ADMINISTRATION
DEPARTMENT: ADMINISTRATION

JOB SUMMARY:

Under the direction of the Director of Administration, manages the County's risk management, centralized purchasing and contract compliance activities and programs to safeguard the financial security of the County by protecting its assets from the adverse impact of loss. Develops and updates procurement policies, educates departments as needed on compliance issues and conducts reviews to ensure compliance. Ensures procurement activities are conducted in a fair, open and transparent manner. Supervises and provides direction to the purchasing staff.

ESSENTIAL DUTIES:

Directs and administers self-insured and purchased insurance programs for property and casualty risks. Identifies opportunities to transfer risk from self-insured to insured programs or through contract language.

Directs countywide procurement processes and contract administration for the purchase of commodities and services including negotiation of contract terms, drafting of contract documents, resolution of disputes, identification and mitigation of procurement or contract risks; approval of insurance certificates.

Investigates accidents and identifies causes so similar accidents can be prevented. Directs and administers the County's claims management programs including determining coverage, liability and damages. Provides notice of claims to insurers and prepares claims investigation information, internal documentation and other material for distribution to claims adjusters, attorneys, Corporation Counsel and insurers. Provides litigation management, direction and settlement authorization for contested claims. In cooperation with the insurance carrier negotiates the settlement for all insurance losses; directs the self-insured claims function; and audits claims administration services of outside vendors to ensure proper accounting practices.

Reviews insurance, purchasing, revenue, intergovernmental, collaboration and miscellaneous contracts to ensure terms and conditions represent the best interests of the County.

Works with Corporation Counsel to ensure open records requests are processed in compliance with all applicable state and federal laws, regulations, standards and guidelines.

Develops County policies ensuring compliance with applicable state and federal laws, including HIPAA, regulations, standards, guidelines, and applicable County codes.

Advises management on technical issues relating to risk management and purchasing; develops, issues and enforces policy directives; maintains current knowledge of risk management and purchasing practices. Investigates and responds to employee grievances, treating all employees fairly and equitably.

Prepares valuations of insurance accruals and loss reserves, casualty insurance and purchasing budgets; directs the allocation of all insurance premium billings, loss adjustment costs; ensures the accuracy,

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10b

completeness, and timeliness of the same.

Maintains external contacts through community organizations, peer groups, insurance service providers and public risk management and purchasing professionals for the purpose of improving skills in risk management, identifying purchasing "best practices" and techniques to enhance professional decision making processes.

Represents the County in the Wisconsin Municipal Mutual Insurance Company (WMMIC) and other insurance programs.

Directs and administers the Payment Card Industry Data Security Standards compliance efforts and manages the merchant services contracts.

Plans, schedules, and assigns work to subordinates; instructs and trains employees in proper methods and procedures; develops policies and procedures; inspects work in progress and upon completion; interviews and makes recommendations of prospective candidates; conducts performance evaluations and recommends salary adjustments; ensures smooth day-to-day operations of risk and purchasing programs.

Directs and administers the countywide process for disposal of fixed assets.

Coordinates employee training offered through WMMIC to reduce liability risks.

Timely reconciles premium and reserve accounts; prepares monthly self-insured retention entry and completes annual state required reporting for self-insured workers' compensation program.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment
Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's Degree from an accredited university or college in risk management, purchasing, business or public administration, or a related field, plus seven years of progressively responsible experience in risk management and/or purchasing and a minimum of five years proven experience supervising individuals, or any equivalent combination of education, training and experience which provides the necessary knowledge, skills, and abilities.

Licenses and Certifications:

Chartered Property and Casualty Underwriter Certification Desirable
Associate in Risk Management Certification Desirable

Knowledge, Skills and Abilities:

Knowledge of insurance and financial management principles and practices for all lines of coverage

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including self-insurance, excess insurance, insurance pooling, underwriting and actuarial analysis.

Knowledge of current theories, standards and methods of risk management.

Knowledge of the laws, rules, regulations, and statutes pertaining to government purchasing.

Knowledge of the theory, principles, practices and methods of purchasing supplies, materials, equipment and services.

Knowledge of the principles and practices of large-volume competitive purchasing.

Knowledge of business law and third party liability.

Knowledge of management and supervisory principles.

Ability to negotiate contracts with vendors.

Knowledge of and ability to utilize a computer and required software.

Ability to perform mid to upper-level analysis including the ability to coordinate, strategize, systemize and correlate, using discretion in determining time, place and/or sequence of operation with an organizational framework.

Ability to supervise coordinates, train and evaluate staff.

Ability to develop and administer policies and procedures.

Ability to interpret and analyze information from a variety of sources.

Ability to establish and maintain effective working relationships with staff, consultants, and the public.

Ability to communicate effectively orally and in writing with insurance representatives, attorneys, elected officials, department heads, and management team employees and the public.

PHYSICAL DEMANDS:

Ability to lift 30 pounds maximum with frequent lifting and/or carrying of objects weighing up to 10 pounds.

Intermittent standing, walking and sitting; occasional driving.

Must be capable of using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching, and grappling.

Ability to communicate orally in a clear manner.

Ability to distinguish sounds at various frequencies and volumes.

Ability to distinguish people or objects at varied distances under a variety of light conditions.

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10b

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Reviewed: 03/07/17

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE: BUYER/ PURCHASING CLERK
REPORTS TO: RISK MANAGER
DEPARTMENT: ADMINISTRATION - PURCHASING

JOB SUMMARY:

Under supervision, coordinates and implements the county's procurement of goods and services to maximize cost savings and quality; administers the negotiated contracts for services in accordance with the County's policies and procedures and with federal and state rules and regulations. Responsible for conducting transactions with the public in matters requiring a highly specialized knowledge and understanding of laws, regulations and/or departmental policies and procedures; initiates direct contact with vendors for contract renewal documents, acceptance and verification of bid/quote/proposal submissions.

ESSENTIAL DUTIES:

Facilitates the vendor solicitation process for the purchase of a wide variety of supplies, equipment, materials, and services via RFB, RFQ or RFPs as assigned; makes recommendations regarding awards in accordance with applicable policies, procedures, ordinances and regulations.

Administers and renews various purchasing contracts in compliance with the contract policy.

Determines the most appropriate vendor solicitation process.

Maintains vendor solicitation records in compliance with all policies, procedures and ordinances.

Assists the public by providing information and answers inquiries of a complex nature in accordance with WI Open Records laws.

Assists in specification development when needed for capital equipment and services to be purchased; evaluates bids for conformity to specifications; and conducts analyses to ensure vendor contract compliance in terms of service level, quality, quantity and cost.

Works with Corporation Counsel and Risk Manager to ensure terms and conditions of contracts represent the interest of the County and open records requests are processed in compliance with all applicable state and federal laws, regulations, standards and guidelines.

Coordinates group purchases for departments to obtain a more economical rate; confers with department heads related to purchasing needs; introduces new products to department heads; ensures departments have the products they need at an economical rate.

Processes daily ERP software journal encumbrances and performs ERP software upgrades, approves purchase orders and performs testing and training as required.

Investigates and resolves vendor complaints and problems in relation to contract compliance.

Ensures insurance certificates are on file for work being performed on County property.

Coordinates with Department Manager and vendors to set-up vendor walk-throughs and pre-proposal

meetings.

Processes departments' price requests in preparation for the annual budget.

Tracks contract expiration/renewal dates and forwards to Department Manager/Buyer for resolution.

Manages bid/proposal postings on the Purchasing web site.

Reconciles open purchase orders with Finance Department.

Responsible for initiating, updating and maintaining confidential records, files, forms and data systems.

Disposes of unwanted/surplus items for County departments and administer various vendor purchase programs.

Assists in the development, implementation and revision of purchasing policies and procedures.

Conducts all other duties as assigned by the Manager.

NON-ESSENTIAL DUTIES:

Performs related duties as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment

Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Associate or Bachelor's Degree from an accredited college or university in Business Administration, Public Administration or related field plus two years of work experience in purchasing, preferably in the public sector.

Licenses and Certifications:

CPPB or CPM certificate preferred.

Knowledge, Skills and Abilities:

Comprehensive knowledge of market research methods including use of the internet.

Knowledge of principles involved in development of equipment specifications.

Knowledge of sources of supply and market trends and conditions affecting purchasing practices.

Knowledge of the supplies, materials, products and services required by the various County departments.

Knowledge of pricing methods and discounts.

Knowledge of and ability to utilize a computer and the required software.

Ability to deal effectively with vendor representatives.

Ability to coordinate and prioritize multiple activities.

Ability to communicate effectively both orally and in writing.

Ability to interpret laws, procedures and implement departmental policies.

Ability to keep complex financial and statistical records.

Ability to establish and maintain effective working relationships with staff and the public.

Ability to establish and maintain effective working relationships with employees, departmental representatives, media, County Officials and the public.

Ability to independently negotiate with vendors regarding the purchase of goods and services.

Ability to work the required hours of the position.

PHYSICAL DEMANDS:

Ability to lift a maximum of 20 pounds with frequent lifting and/or carrying of objects weighing up to 10 pounds.

Intermittent standing, walking and sitting.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching and grappling.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Revised: 06/07/2017

Education & Recreation Committee

No. 10c -- RESOLUTION ADOPTING THE 2017 NEVILLE PUBLIC MUSEUM VISITOR EXPERIENCE AND ARCHITECTURAL EXHIBITION AND MASTER PLAN.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Neville Public Museum of Brown County (the Museum) and its main gallery space were originally constructed in 1983, and have since become outdated, as evidenced by the Museum's aging exhibits and Museum infrastructure concerns; and

WHEREAS, since its construction in 1983, the Museum has collected various artifacts that have been added in a somewhat haphazard manner to its displays, detracting from the overall visitor experience and greatly impacting the interpretive message and cohesiveness of the displays; and

WHEREAS, the Museum commissioned Triad Creative Group, Inc. to develop the 2017 *Visitor Experience and Architectural Exhibition and Master Plan* (the Master Plan) for the Museum's approximately 8,000 square foot main gallery space on the second floor; and

WHEREAS, the Master Plan provides a clear plan to address the renovation of the main exhibit gallery; and

WHEREAS, the Master Plan will create the necessary change to move from a passive exhibit to a more dynamic exhibit style; and

WHEREAS, as recommended by the Master Plan, it is desirable to include at the Museum an "Exposed Collection" which is a means by which artifacts can be easily viewed in a visitor-friendly and cohesive manner, often in display cases offering a 360 degree vantage point; and

WHEREAS, County adoption of the Master Plan is required to retain the American Association of Museums' (AAM) Accreditation ; and

WHEREAS, the Brown County Education and Recreation Committee recommends that the Brown County Board of Supervisors formally approve of and adopt the Master Plan.

NOW, THEREFORE, BE IT RESOLVED that the Neville Public Museum's 2017 Visitor Experience and Architectural Exhibition and Master Plan is hereby approved of and adopted by the Brown County Board of Supervisors.

Respectfully submitted,
EDUCATION AND RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/24/17

Authored by Corporation Counsel
Approved by Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. There is no appropriation made in this resolution for funding the master plan.

A motion was made by Supervisor Ballard and seconded by Supervisor Lefebvre **“to adopt”**.
Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION #10c

ON THE FOLLOWING PAGES

NEVILLE PUBLIC MUSEUM

OF BROWN COUNTY



BRIDGING COMMUNITIES, CONNECTING GENERATIONS
NEVILLEPUBLICMUSEUM.ORG

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 6/12/17

REQUEST TO: Education and Recreation Committee

MEETING DATE: 6/29/2017

REQUEST FROM: Beth Lemke
Museum Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION ADPOTING THE NEVILLE PUBLIC MUSEUM VISTOR EXPERIENCE AND
ARCHICTURAL EXHIBITION AND MASTER PLAN

ISSUE/BACKGROUND INFORMATION:

At the May 25, 2017 Education and Recreation Committee meeting I asked the committee for formal approval of Neville Public Museum Visitor Experience Plan and for permission to work with Corporation Counsel to bring a resolution to the June 2017 committee meeting. They approved.

ACTION REQUESTED:

To approve the plan.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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MASTER ARCHITECTURAL PLAN

INTRODUCTION

In 2016 Brown County contracted Tread Creative Group of Brookfield, WI, to develop the Visitor Experience and Architectural Exhibition and Master Plan for the approximately 8000 sq. ft. Main Gallery space on the second floor, located at the Herdle Public Museum in Green Bay, WI.

The building and main gallery space, were constructed in 1933 with many additions and alterations being added through the past decades and various directors in place at the time.

Over the years, the main gallery space had become dated, not only by its exhibit, but also through age and preservation concerns. As the Museum continued to collect artifacts, they had been added in a haphazard manner, detracting from the overall visitor experience and greatly impacting the interpretive message and cohesiveness of the items being displayed.

The development and planning, were based on site visits and comments provided by the current Director and staff. Visitor surveys and comments from visitors immediately viewing the gallery also provided invaluable information to aid in moving the Museum and main gallery to future relevance and sustainability.

CURRENT SPACIAL CONCERNS

Various areas have become potential safety concerns, most notably the flooring. The poured epoxy flooring with embedded rocks protruding pose trip hazards in visitors of all ages. In addition to the uneven poured flooring, there are areas where planking is used with gaps exposing the raw concrete flooring. This is an issue because staff cannot access the subfloor by removing the planking in the event of any liquid substance spillage and/or falling through the cracks in the planks, thus leading to a potential biohazard.

MASTER ARCHITECTURAL PLAN

OBJECTIVES

The survey results clearly outline the likes and dislikes of visitors. The objective of the redesign is to include items that have relevance and that are favorites that visitors come to see time and time again. Some of the displays remaining largely intact are the Ice Cave entrance, The Mastodon Diorama, the Escapement Wall, Eagle Enclosure, Beaver Diorama, and the Horseshoe Adventure video area.

From the results of the surveys, it has been determined that the most logical approach moving forward would be for an open concept design allowing for future flexibility in rotating the artifacts without jeopardizing the interpretive message. The Museum staff has provided both anchor and ancillary artifact lists, which have prominence based on the survey results and historic and regional significance. From these lists a plan was put in place in which artifacts could move be easily viewed and displayed, in most cases in a 360° vantage point. An additional benefit to this approach is unencumbered access to emergency (egress) exits.

Provisions have been put in place to excavate the existing poured flooring, stamped brick flooring and all finished areas and diamond bobby grinding the floor to a flat, even level. Options for floor treatments are included in this document.

In addition to flooring, optional LED lighting upgrades will also be made available. LED fixtures offer a longer-term life expectancy and increased energy savings thus lowering the museums operating budget.

Cases have been designed to allow for one staff member to easily, and safely access the artifacts without requiring additional help from staff members.

Updating and adding interactives through the use of flat screen displays and digitally manipulated video files is also a very important key to the visitor experience. Simple hands-on/interactives add to the interpretive

experience. Along these lines, the addition of an anthropological dig pit will allow visitors the opportunity to experience archaeological foundations thus enhancing the learning experience. Currently, the museum staff provides teacher workshops to school groups. An area within the gallery space will allow for cut to continue area and air in providing classrooms with tangible information that will help promote visitation.

Because of budgetary concerns and the concern that most of the existing displays within the gallery would be demolished and simply added to a landfill, guest tables have been taken to repurpose materials as much as possible. The new design incorporate materials that currently reside in the gallery. Also, if not all of the existing glass can be cut and re-used, in addition to the glass, many of the existing components that utilize raw wood will be reused on the new displays thus saving money on materials and waste sent in a dumpster. An example of this repurpose is found in the industry area of the new design.

The Ice House – a popular segment per the survey results, will be re-used in its entirety and relocated to a different area within the gallery space. Future consideration should also be made for additional fence and raw materials that might be kept. However ample storage space would be required to store such elements. Because the Museum is fortunate to have landowners, creating people or staff, some of the banned raw material could be used for future temporary exhibits.

Perhaps the biggest addition and objective was to create a means in which to display the vast array of exotic stored artifacts that aren't currently on display. Many of the items have relevance to the regional history of the area. By creating a large section for "Exposed Collections", items that may have never been on display, or that the public is not aware of, can be displayed in a viewer friendly and cohesive manner.

MASTER ARCHITECTURAL PLAN

AREA REDESIGN AND DESCRIPTION

ICE CAVE ENTRANCE
As described earlier in this document, the Ice Cave entrance will largely remain intact with the exception of updated safety resolves and enhanced visitor experience.

The sprayed fiberglass shapes will be cleaned, and touched-up from years of neglect and misuse. Currently, visitors have been using the ice forms for photo opportunities. Though this is a nice setting, the original construction does not allow to safely utilize the forms for this purpose. In addition to the un-safe weight restrictive properties, there is a potential for liability in regards to the flooring and the outcroppings of rocks that line the perimeter of the forms.

The uneven flooring will be removed and taken down to the original outdoor up to the small rock outcroppings. The floor will be finished and polished flat. Floor anchored, frameless glass panels will create a barrier, preventing visitors from sitting on the ice form and potentially tripping on the perimeter rocks. The frameless glass panels will allow visitors to view the forms safely. The glass panels will be designed to be able to be removed for future consideration without requiring any additional excavation or deterrent from the visual experience.

At one time, this area had water flowing as to replicate melting conditions. Unfortunately, this is no longer a viable option. The work required to provide such an environment would require a complete overhaul of the existing pieces and would come at a great cost. First taking potential electrical pieces and wiring out of the area and then installing new electrical. There is however, an existing blower system designed to blow cool air on visitors as they enter the cave. The unit is largely intact and should only require a new blower motor. In addition to this, a photo projector will be added to project a moving water image on the floor. Sound will be added to depict dripping water.

Once inside the main entrance, there will be a flat area into graphic and an area for donor recognition.

Included in this area and costs is the use of flat panel interpretive jet-print graphics and captions.



Current View

MASTER ARCHITECTURAL PLAN

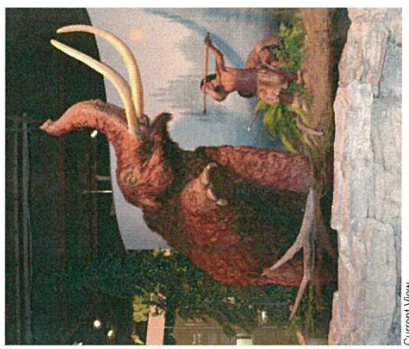
ICE AGE

Just beyond the Ice Cave entrance and to the right resides the Ice age area. This area is currently a large, open space with a high ceiling and a large, open area. The existing graphics on the wall will be removed with the interpretive message being updated. The redesigned wall will include artifacts currently in storage with some artifacts being re-displayed in this area. The most notable addition is the display of an enclosed Mammoth tusk and femur. These artifacts allow for true proportions of the Mammoth in which "Story" is displayed at 1/4 scale. In addition to these cases, an angled case will be added to display fossils and bones from pre-historic animals such as a Dire Wolf jaw.

Continuing along the right hand wall, the previously noted Mastodon — "Story" will reside. The creature, along with the hunter, will be removed and cleaned prior to re-display. The entire enclosure will also be cleaned and touched-up as necessary with the damaged faux rock base being repaired and re-painted. The sound activation playing the "roar" will remain intact. A new sound activation will be added as a pre-recorded barrier to keep visitors from attempting to enter the den area. The rail will also serve as a place to add interpretive graphics.

Adjacent to the Mastodon is the Boreal Forest. Again, this area will remain largely intact. The area will be cleaned and the damaged faux rock base will be repaired and re-painted.

Included in this area and costs is the use of flat panel interpretive jet-print graphics and captions, and acoustical ceiling suspended informational panel.



Current View

MASTER ARCHITECTURAL PLAN

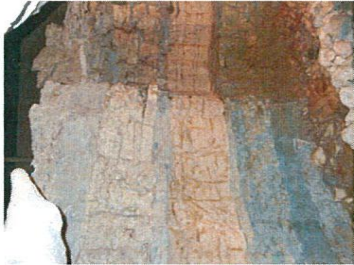
ROCK CYCLE

To the left of the Ice Age area and just beyond the Ice Cave entrance, is the Rock Cycle area. This area will undergo the most change to the existing design in this general area. An opening in the Rock Escarpment will be added which will lead to the Industry Area of the gallery. This will require additional faux rock structure to be added. The opening serves as a tertiary egress exit from other areas in the gallery. Consistent with the Mastodon and Boreal Forest rock bases, these will be cleaned, repaired, and repainted. The additional faux rock added will be painted to seamlessly match the existing rock.

To the immediate right of the pass thru opening in the rock wall, the Escarpment wall will be added. This panel will identify the different layers of rock. Cases will be added into the rock wall that will display artifacts from the Boreal Forest that are currently displayed on the Ice Age wall. Floor mounted, frameless glass panels will be added to act as a protective barrier to prevent visitors from entering this area. The glass panels will have angled interpretive graphics in addition to a tactile, touch interactive allowing visitors to feel the different types of rock that make up the escarpment.

Moving past the Boreal Forest, a 50" monitor displaying a video highlighting the scientific importance of various rocks. An angled panel below the monitor will hold various types of rocks with push buttons mounted next to each type of rock which will enact the video content on the monitor, describing the significance of each type and their general uses in today's world. A built-in case – one on each side of the monitor, will house various rocks and minerals, each with interpretive captions.

Included in this area and costs is the use of faux panel interpretive jet-print graphics and captions, and acoustical ceiling suspended in directional panel.



Current View

MASTER ARCHITECTURAL PLAN

ARCHAEOLOGY

This area – just past the Mastodon Diorama will display the existing Eagle Diorama. This display will be cleaned but will largely remain unchanged with the exception of added interpretive flat graphics.

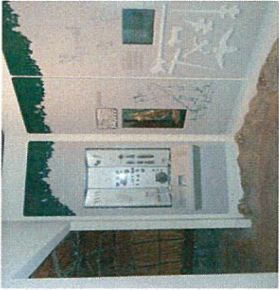
The area where the Archaeology portion of the gallery is to reside will require extensive excavation. The existing floor, the wigwam, panels highlighting Native American burial mounds, and approximately 12 linear feet of the existing Archaeology area will be removed.

Three angled display cases, one each for the Hans Creek, Red Banks, and other archaeological dig sites will display various artifacts from each site. The wall will be removed and will have four put out drawers on each side that will hold more artifacts.

An interactive Dig Pit will allow visitors the opportunity to "dig" for artifacts using the same principles used by archaeologists in the field. Mocking interpretive jet-print panels will describe the various principles of archaeology and technique.

Along the back wall, a jet-print photomura will depict a scene from a neo harvest. Two users with Native American life forms (mannequins) will hold the dugout canoe currently on display in the gallery.

Included in this area and costs is the use of flat panel interpretive jet-print graphics and captions, and acoustical ceiling suspended in directional panel.



Current View

MASTER ARCHITECTURAL PLAN

PEOPLE

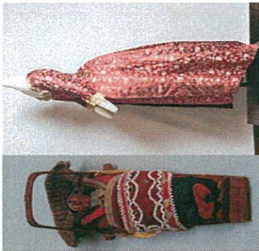
The People area of the gallery is designed to display and educate visitors on the diversity of people both indigenous and immigrated to the Northeastern Wisconsin region.

This section will have walls removed for a newly open concept area. Three internally lighted cases will display various garments on mannequins with interpretive graphics explaining their significance. Two additional cases will be used to house personal artifacts from the region.

A separate case will hold weaponry used by natives and immigrants. An angled panel will hold more artifacts pertaining to these peoples.

The existing Beaver Diorama will remain intact and will receive a cleaning and upgrade in lighting.

Included in this area and costs is the use of flat panel interpretive jet-print graphics, captions, three artifact turntables and acoustic ceiling suspended introdirectional panel.



Artifacts to be used in new section

MASTER ARCHITECTURAL PLAN

HOME CULTURE

The Home Culture area consists of one large, three-sided pedestal, a small, enclosed case, and a back wall with a video interactive.

As with many of the areas in the main gallery space, this area will require substantial excavation of exhibit elements and displays. This area of excavation will be where much of the wood from existing cases and the ice Harvest walls will be re-utilized.

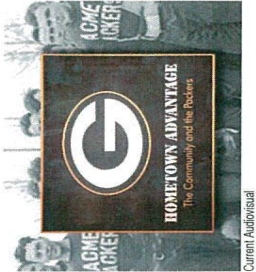
The main three-sided pedestal will display furniture and appliances in a period correct setting. A main wall will divide the pedestal. The unit will be fabricated off-site and will be assembled using robo-lots. The design allows for future re-configuration to meet multiple arrangements. The perimeter of the pedestal will accept frameless, floor-to-ceiling glass panels. The panels will accept angled interpretive graphics that will slide onto the top most edge of the panels. The interiors will be alarmed for security purposes.

A smaller self-enclosed case will hold a Victorian era sofahouse.

Along the back wall, an existing display case will be repurposed from the existing Victorian era. The display case will receive updated LED lighting and will be used to display smaller artifacts.

The back wall of the TV Studio interactive will display a 55" flat screen TV from which a video loop will run. The video is a 10-minute video from the HomeTown Advantage area of the existing gallery. Locker room style bench seating is provided in this area as a rest point.

Included in this area and costs is the use of flat panel interpretive jet-print graphics, captions, and acoustic ceiling suspended introdirectional panel.



Current Audiovisual

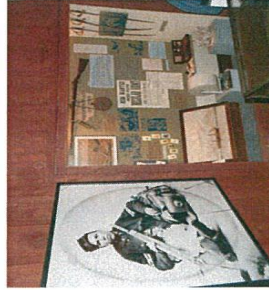
TV STUDIO INTERACTIVE

This are will also be utilized for classroom webcasts by staff.



CONFLICT

A separate case will display the WWI era machine gun.

 Current View

MASTER ARCHITECTURAL PLAN

ARTS
Six slanted cases with wire panels will display various paintings and/or fabric arts from the region. Each case will have an enclosed angled top and two pull out drawers on each side to display smaller artifacts such as jewelry, pottery, and fabric arts.
An independent, smaller case will also be utilized for displaying smaller pieces.
A separate case will hold "Joy Boy", a bronze statue from Green Bay. This case will have internal LED lighting.
Included in this area and costs is the use of flat panel interpretive jet-print graphics, captions, one archival luminaires and acoustical ceiling suspended in bi-directional panel.



Added to be used in new section

MASTER ARCHITECTURAL PLAN

INDUSTRY
The industry area will utilize the most extensive use of suspended materials from the existing gallery. There are five independent cases to hold artifacts from a variety of regional industries including Paper, Dairy, Beverage, Ship Building, and Copper Mining. A separate case will display the hand-carved Copper Stone Indian. All of these cases will utilize wood from the existing industry area in the main gallery. Each case will have locked entry points, which will require only one staff member to access to clean and update artifacts - depending on the size and weight of the artifact.
The Ice Harvest area also utilized all of the existing components found in the Ice House, including the heavy timbers. In addition to the wood, the existing cases that hold the same will be used as is. The monitor has been updated to a 55" flat screen and will play the current Ice Harvest video. The bench is also being reupholstered and is to be used as a temporary seating area for visitors to view the video.
The entire wall behind the cases will use wood either uprased from the Ice House or new adjacent industry enclosures. At wood will be stained to match if necessary.
Along the back wall behind the cases there will be a set of three simple post-human misanthrope highlighting the Paper, Beverage, and Dairy Industries.
Included in this area and costs is the use of flat panel interpretive jet-print graphics, captions, one archival luminaires and acoustical ceiling suspended in bi-directional panel.

MASTER ARCHITECTURAL PLAN

GREEN BAY AND NORTHEASTERN WISCONSIN STRAND
This area, directly opposite from the Rock Cycle wall will require re-surfacing the back of the aforementioned wall, adding enclosures for small artifacts displayed on a timeline. Included in the timeline are the Lellaine Sundial Compass, and various other small artifacts. This wall will also receive a variety of murals from historic photographs that directly pertain to some of the larger artifacts.

Along this wall, along with an historic exterior photo, will be an actual booth from the area and an interactive map of the area. The actual booth will be placed above the phone booth. A metal sawsaw will be displayed in front of a mural of an historic image of Old Green Bay.

There are two support columns between which will be two books, one housing a touch screen detailing many aspects of Green Bay and the Northeast Wisconsin history. The second book will play the "A Gay Day in Green Bay" video. Many different artifacts will be displayed on a singular large case. The Old Clock, exhibited in the current gallery will be displayed in this area as well and will utilize its current case.

Included in this area and cost is the use of flat panel interpretive per-print graphics, captions, and acoustical ceiling suspended multidirectional panel.



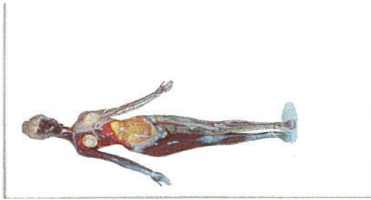
Artifact to be used in new section

MASTER ARCHITECTURAL PLAN

EXPOSED COLLECTIONS
Spanning the entire back wall of the gallery space will be an area used to display the many eclectic collections currently hidden from public view. Some of the artifacts include a very rare Morowheel, a Samurai Suit of Armor, a Medieval suit of Armor, a working interactive TAMI (anatomical working model), various clothing, and artwork. The means in which artifacts can be displayed are endless. The cases with hold slide-out drawers for smaller pieces, larger drawers for displaying flat garments too fragile to display vertically. As appropriate, artifacts will be located as close to the areas they represent historically as possible. All cases will be looking and be glass enclosed. There are two areas for displaying paintings, similar to the arts area. The cases that show shelves will be adjustable for future change out and upgrades. These cases will have internal LED lighting.

Much of the glass utilized in this area will be repurposed from existing cases.

Included in this area and cost is the use of flat panel interpretive per-print graphics, captions, two artifact turntables and acoustical ceiling suspended intro/directional panel.



Artifact to be used in new section

Executive Committee

No. 10d -- ORDINANCE TO CREATE CHAPTER 43 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "PROPERTY ASSESSED CLEAN ENERGY FINANCING".

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 43 entitled "Property Assessed Clean Energy Financing" is created to read:

CHAPTER 43 PROPERTY ASSESSED CLEAN ENERGY FINANCING. 43.01 PROPERTY ASSESSED CLEAN ENERGY FINANCING PROGRAM

(1) **PURPOSE.** The County finds that renovations or additions to premises located in the County made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications, increase property values, stimulate local economic activity, provide local and global environmental benefits, and promote the general welfare of County residents. The purpose of this Section is to facilitate loans arranged by property owners or lessees to make such improvements by treating loan principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll for these properties.

(2) **STATUTORY AUTHORITY.** This ordinance is enacted pursuant to Wis. Stat. § 66.0627, as amended, which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a lessee of a premises located in the County for making or installing an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a premises.

(3) **DEFINITIONS.** In this section:

(a) "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) "Foreclosure proceeds" means the proceeds received by the County from the disposition of a subject property through an *in rem* property tax foreclosure.

(e) "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.

(f) "PACE" means the acronym for property assessed clean energy.

(g) "PACE default provisions" means:

1. The delinquent annual installment(s) due when the County initiates the *in rem* property tax foreclosure on the subject property;

2. Any additional annual installment(s) that become due between the time that the County initiates *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds;

3. Any default interest charges applied to unpaid annual installments referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

4. Any default loan balance.

(h) “PACE lender” means any person that makes a PACE loan, and which may include an affiliate of the borrower.

(i) “PACE loan” means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.

(j) “Person” means any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity, or a political subdivision as defined in Wis. Stat. § 66.0627.

(k) “Program Administrator” means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(b).

(l) “Subject property” means any premises located in the County on which an energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.

(m) “Supplemental agreement” means a written agreement among a borrower, a PACE lender and the County, as provided for in subsection (7).

(n) “Wisconsin PACE Commission” means the Wisconsin PACE Commission formed under Wis. Stat. § 66.0301, as amended, by the County and one or more other political subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission.

(4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS. Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. §66.0627 as amended.

(5) WISCONSIN PACE COMMISSION.

(a) Any of the powers and duties of the County under this Section, except for those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.

(b) The Wisconsin PACE Commission is further authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements set forth in this Section and in Wis. Stat. § 66.0627 as amended.

(6) LOAN APPROVAL.

(a) A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by the County.

(b) The County shall approve the financing arrangements between a borrower and PACE lender.

(7) SUPPLEMENTAL AGREEMENT.

(a) The County, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:

1. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended;

2. Shall require that any Borrower of a PACE Loan regarding Property located in Brown County is required at the time of obtaining said PACE Loan to provide Formal Written Notice, to any and all Tenants of said Property that are subject to relevant pass-through provisions in their lease with said Borrower, that said Tenants may effectively become financially responsible for said PACE Loan Payments if said PACE Loan Payments are placed on the tax roll as a special charge which may be passed through to said Tenants;

3. Shall recite the amount and the term of the PACE loan;

4. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;

5. Shall provide whether default interest may be applied to unpaid annual installments;

6. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;

7. Shall provide for any fees payable to the County and/or Program Administrator;

8. Shall recite that the supplemental agreement is a covenant that runs with the land;

9. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and

10. May allow for amendment by the parties.

(b) Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.

(c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.

(d) The annual payments of a PACE loan may be payable in installments as authorized by Wis. Stat. § 66.0627, as amended.

(8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the Program Administrator the County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

(9) REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or the County treasurer pursuant to Wis. Stat. Ch. 74, as amended.

(10) PROPERTY TAX FORECLOSURE PROCEDURES.

(a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required.

(b) The County shall begin an in rem property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless the County determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as amended) or that in rem property tax foreclosure is not in the best interests of the County due to the condition of the property or for other reasons.

(c) If the County has determined that it will not commence an in rem property tax foreclosure proceeding, then the PACE lender may request that the County, pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against the subject property, provided that the PACE lender and the County fully comply with all provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.

(11) SALE OF FORECLOSED PROPERTY. If the County prevails in an in rem property tax foreclosure action against a subject property, the County shall diligently proceed to sell the subject property pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.

(12) DISTRIBUTION OF FORECLOSURE PROCEEDS. The County treasurer shall follow the procedures set forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.

Section 2. This Ordinance shall take effect upon passage and publication.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 07/24/17
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 07/21/17
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan Jr. 07/19/17
COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel

Final Draft Approved by: Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

A motion was made by Supervisor Hoyer and seconded by Supervisor Lefebvre **“to adopt”**. Roll call vote taken:

Ayes: Sieber, De Wane, Nicholson, Hoyer, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nayes: None

Absent: Gruszynski

Total Ayes: 25 Total Absent: 1

Motion carried.

ATTACHMENT TO RESOLUTION #10d

ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-14-2017
REQUEST TO: County Board
MEETING DATE: 07-19-2017
REQUEST FROM: Troy Streckenbach, County Executive;
and Wisconsin Counties Association

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☒ New ordinance ☐ Revision to ordinance

TITLE: An Ordinance to Create Chapter 43 of the Brown County Code of Ordinances
Entitled "Property Assessed Clean Energy Financing"

ISSUE/BACKGROUND INFORMATION:

Promote no cost energy efficiency

ACTION REQUESTED:

To approve of and pass Ordinance

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded?

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

1/10

No. 10e -- PROPERTY ASSESSED CLEAN ENERGY (PACE) RESOLUTION

Ladies and Gentlemen:

WHEREAS, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of Wisconsin may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Brown County is a “municipality” as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State; and

WHEREAS, Brown County is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

WHEREAS, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and a county in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

WHEREAS, such financings are commonly referred to as “Property Assessed Clean Energy” or “PACE” financings; and

WHEREAS, Brown County has determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties in Brown County with access to a uniformly-administered program for PACE financing, as long as any Borrower of a PACE Loan regarding Property located in Brown County is required at the time of obtaining said PACE Loan to provide Formal Written Notice, to any and all Tenants of said Property that are subject to relevant pass-through provisions in their lease with said Borrower, that said Tenants may effectively become financially responsible for said PACE Loan Payments if said PACE Loan Payments are placed on the tax roll as a special charge which may be passed through to said Tenants; and

WHEREAS, Brown County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission (“Commission”); and

WHEREAS, the Wisconsin PACE Commission would be formed and operated in accordance with a **Joint Exercise of Powers Agreement relating to Wisconsin PACE Commission** (“Commission Agreement”) of which a substantially final draft is **attached** to this Resolution; and

WHEREAS, it is in Brown County’s best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

WHEREAS, in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission Agreement, in order to participate, Brown County must adopt an Ordinance relating to the administration of PACE financings in Brown County and throughout the State (“PACE Ordinance”); and

WHEREAS, attached to this Resolution is a proposed ordinance to create Chapter 43 of the Brown County Code of Ordinances, entitled “**Property Assessed Clean Energy Financing**” (“Pace Ordinance”), which will be considered at the same meeting at which this Resolution is being considered; and

WHEREAS, adoption of the PACE Ordinance is a necessary condition to Brown County entering into the Commission Agreement; and

WHEREAS, it is the intent of this Resolution to authorize Brown County to become a member of the Commission and to authorize the Brown County Executive to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED:

That the Brown County Board of Supervisors hereby authorizes the County Executive to sign and enter into a Commission Agreement that is substantially similar to the draft Commission Agreement attached to this Resolution after receipt of preliminary approval from the other participating municipalities and after review and approval of the County Corporation Counsel; and

BE IT FURTHER RESOLVED:

That any Borrower of a PACE Loan regarding Property located in Brown County is required at the time of obtaining said PACE Loan to provide Formal Written Notice, to any and all Tenants of said Property that are subject to relevant pass-through provisions in their lease with said Borrower, that said Tenants may effectively become financially responsible for said PACE Loan Payments if said PACE Loan Payments are placed on the tax roll as a special charge which may be passed through to said Tenants; and

BE IT FURTHER RESOLVED:

That the County Executive is hereby authorized to act as Brown County’s official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution; and

BE IT FINALLY RESOLVED:

That the County Executive is hereby authorized to appoint a Brown County Board Supervisor or other Local Public Office holder, as that term is defined in Wis. Stat. § 19.42(7w), to act as the Brown County “Representative Director” of the Board of Directors of the Commission in accordance with the Commission Agreement, and that the individual appointed shall serve at the pleasure of the Brown County Executive.

Fiscal Note: This resolution does not require an appropriation from the general fund.

Respectfully Submitted,
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/24/17

Authored by Corporation Counsel.
Final Draft Approved by Corporation Counsel.

A motion was made by Vice Chair Lund and seconded by Supervisor Erickson **“to adopt”**. Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION #10e
ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE (920) 448-4006
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David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-14-2017
REQUEST TO: County Board
MEETING DATE: 07-19-2017
REQUEST FROM: Troy Streckenbach, County Executive;
and Wisconsin Counties Association

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Property Assessed Clean Energy (PACE) Resolution

ISSUE/BACKGROUND INFORMATION:

Promote no cost energy efficiency

ACTION REQUESTED:

To approve of and pass Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded?

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10e

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

THIS AGREEMENT ("Agreement"), dated as of [REDACTED], 2017 among the parties hereto (all such parties, except those which have withdrawn as provided herein, being referred to as the "Members" and those parties initially executing this Agreement being referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Section 66.0301 of the Wisconsin Statutes (as in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Powers Law"), two or more municipalities of the State of Wisconsin (the "State"), may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, each of the Members is a "municipality" as that term is defined in the Joint Powers Law and a political subdivision located in the State; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

WHEREAS, Section 66.0627(8) of the Wisconsin Statutes (as the same may from time to time be amended or supplemented, the "PACE Statute") authorizes a city, a village, a town (a "Municipality") or a county (a "County") in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

WHEREAS, such financings are commonly referred to as "Property Assessed Clean Energy" or "PACE" financings; and

WHEREAS, the Members have determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties (collectively, "Participants") in their respective jurisdictions with access to a uniformly-administered program for PACE financing; and

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[FINAL]

WHEREAS, each Member has authorized entering into this Agreement by its governing body.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Creation. Pursuant to the Joint Powers Law, there is hereby created a commission to be known as the “**Wisconsin PACE Commission**” (the “*Commission*”).

Section 2. Purpose. This Agreement is a contract entered into pursuant to the provisions of the Joint Powers Law. The purpose of this Agreement is to establish a joint powers commission for the joint exercise of any power or duty of the Members under applicable law. In particular, the purpose of the Commission is to adopt, implement and administer a uniform program for the qualification for, and approval, granting, administration and collection of, PACE loans (the “*PACE Program*”). Such purposes shall be accomplished in the manner provided in this Agreement.

Section 3. Effectiveness; Term. This Agreement shall become effective and be in full force and effect and a legal, valid and binding agreement of each of the Members on the date that the Board shall have received from at least two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof. This Agreement shall continue in full force and effect until such time as it is terminated by written instrument executed by all of the Members.

Section 4. Powers. The Commission shall have the power, in its own name, to exercise any powers or duties of the Members required or authorized by law and to exercise all additional powers given to a joint powers commission under any law, including, but not limited to, the Joint Powers Law, for any purpose authorized under this Agreement. Such powers shall include the power to make loans or otherwise arrange, participate in or facilitate the financing of energy or water efficiency improvement projects or renewable resource applications as provided in the PACE Statute including, without limitation, the exercise of the power and authority, without further action by the Member, to impose special charges pursuant to the PACE Statute on real property within the Members’ jurisdictions. The Commission is hereby authorized to do all acts necessary or convenient for the exercise of such power and authority, including, but not limited to, any or all of the following: (i) to make and enter into contracts; (ii) to employ agents and employees; (iii) to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works, improvements, equipment or furnishings; (iv) to acquire, hold or dispose of property wherever located; (v) to incur debts, liabilities or obligations; (vi) to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations or any governmental entity; (vii) to sue and be sued in its own name; (viii) to make grants to governmental and nonprofit organizations to accomplish any of its purposes; (ix) to establish and collect fees; and (x) generally to do any and all things necessary or convenient to accomplish its purposes.

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Section 5. Contractors and Subcontractors. The Commission may enter into a contract with a third-party contractor for the provision of services related to the PACE Program. Such contractor shall be a nonstock corporation organized under Ch. 181 of the Wisconsin Statutes with its principal place of business located in the State of Wisconsin. The participant fee schedule established by the Board (as defined below) shall make provision for reasonable compensation and payment of the expenses of such contractor as may be set forth in the contract. A contractor may subcontract for any of its services to the extent permitted by the contract. The Board is also authorized to hire counsel or other consultants or advisers as it deems necessary in carrying out his functions.

Section 6. Members' Obligations. Each Member by its execution hereof acknowledges and agrees that it shall do all things necessary and appropriate in respect of the collection of special charges (or installments thereof), the certification of special charges on the tax rolls, the remittance of special charges collected as directed by the Commission and otherwise as such Member would perform in connection with special charges imposed by it on real property within its jurisdiction; and further shall cooperate with the Commission in respect of the enforcement of the liens of special charges on such properties.

Section 7. Governance; Administration

(a) **Board of Directors.** The Commission shall be governed by a Board of Directors (the "Board"). The Board shall oversee all functions of the Commission under this Agreement and, as such, shall be vested with the powers set forth herein, shall administer this Agreement in accordance with the purposes and functions provided herein and shall otherwise exercise all powers set forth in the Joint Powers Law on the Commission's behalf.

(b) **Classes of Directors.** The Board shall be divided into two classes known as the "Representative Director Class" and the "Nominee Director Class" consisting of the number of members (each a "Director") serving for the terms as provided in this Section 7. In this Agreement, the term "Board" shall mean the entire Board (comprising all Representative Directors and Nominee Directors) and the term "Director" shall be used to refer generally to either a Representative Director or a Nominee Director).

(1) **Representative Directors.** The number of Representative Directors shall correspond to the number of Members of the Commission from time to time. Each Member of the Commission shall designate, by name or *ex officio*, one public official to serve as its representative on the Board. The term "public official" means an individual who holds a local public office, as that term is defined in Section 19.42(7w) of the Wisconsin Statutes, for the Member of the Commission designating him or her as its Representative Director. Each Representative Director shall serve at the pleasure of the Member designating him or her to such position; *provided*, that a Representative Director shall be deemed to have resigned upon withdrawal from the Commission of the Member designating him or her to such position. A majority of the Directors shall at all times be Representative Directors ex-

[FINAL]

cept that such requirement shall not apply until the Commission has at least four (4) Members.

(2) *Nominee Directors.*

(i) The number of Nominee Directors shall initially be three (3), nominated one each by the Wisconsin Counties Association, the League of Wisconsin Municipalities and the Green Tier Legacy Communities (the "*Supporting Organizations*"). Thereafter, so as to insure that at all times Representative Directors comprise a majority of the Board, at such time as the Commission has at least seven (7) Members, the number of Nominee Directors shall be increased to six (6) and at such time as the Commission has at least ten (10) Members, the number of Nominee Directors shall be increased to nine (9), in each case with the additional directors nominated by the Sponsoring Organizations as provided above.

(ii) Nominee Directors may but need not be public officials.

(iii) Each Nominee Director shall serve for an initial term expiring at the first annual Board meeting held after December 31, 2016. The successors to such Nominee Directors shall be selected by majority vote of the entire Board consistent with a nomination process to be established by the Board. Thereafter, Nominee Directors shall serve staggered three (3) year terms expiring at the Annual Board Meeting in every third year or until their respective successors are appointed. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Nominee Director is terminated as hereinafter provided, and provided that the term of any Nominee Director shall not expire until a successor thereto has been appointed as provided herein.

(iv) The number of Nominee Directors may be increased or decreased by resolution adopted by the Board from time to time, *provided*, that any decrease in the number of Nominee Directors shall not decrease the term of any current director at the time of such decrease.

(v) A Nominee Director may be removed and replaced at any time by a majority vote of the Board.

(3) *Executive Committee.* The Board shall by resolution create an Executive Committee which shall be charged with carrying out the supervisory functions of the Board in such manner as the Board so directs. A majority of the members of the Executive Committee shall be Representative Directors.

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[FINAL]

(4) *Expenses.* Directors shall be entitled to reimbursement for any actual and necessary expenses incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board may establish a per diem and/or expense reimbursement policy by resolution.

(c) Meetings of the Board.

(1) *Meetings Generally.* All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Wisconsin Open Meetings Law, Wis. Stat. § 19.81 *et seq.* (the “Open Meetings Law”). To the extent permitted by the Open Meetings Law, Board meetings may be held by telephone conference or other remote access technology as approved by the Board. A director shall be “present” at any regular or special meeting if he or she participates in person or telephone conference or other remote access technology as approved by the Board.

(2) *Proxy Voting.* Directors may not vote by proxy.

(3) *Regular Meetings.* The Board shall from time to time establish a schedule for its regular meetings; *provided, however*, it shall hold at least one regular meeting each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board.

(4) *Special Meetings.* Special meetings of the Board may be called in accordance with the provisions of the Open Meetings Law. The date, hour and place of the holding of special meetings shall be fixed by resolution of the Board

(5) *Minutes.* The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(6) *Quorum and Voting, Generally.* Except as provided in Sub. 6, below: (i) a majority of the Directors shall constitute a quorum for the transaction of business; (ii) Representative Directors and Nominee Directors shall vote as a single class on all matters to come to a vote of the Board; and (iii) no action may be taken by the Board except upon the affirmative vote of a majority of the Directors present (or, with respect to any matter, such greater number as may be provided by the By-Laws or resolution of the Board), except that less than a quorum may adjourn a meeting to another time and place.

(7) *Special Quorum and Voting Requirements.* With respect to any vote to approve the imposition of a special charge on real property pursuant to the PACE Statute, the following shall apply:

[FINAL]

(i) A quorum with respect to such vote shall exist only if (A) a majority of the Directors are present, and (B) a majority of the Directors who are present are Representative Directors.

(ii) No imposition of a special charge on real property shall be approved except upon the affirmative vote of (A) a majority of the Directors present and (B) a majority of the Representative Directors present.

(d) Officers; Duties; Official Bonds. The officers of the Commission shall be the Chair, Vice-Chair, Secretary and Treasurer, such officers to be elected by the Board from among the Directors, each to serve until such officer is re-elected or a successor to such office is elected by the Board. Each officer shall have the following general duties and responsibilities in addition to any further specific duties and responsibilities set forth herein, in the By-Laws or by resolution of the Board.

(1) The Chair shall be the chief executive officer of the Commission and shall be responsible for the calling of, and shall preside at, meetings of the Board.

(2) The Vice-Chair shall exercise the duties and functions of the Chair in the Chair's absence.

(3) The Secretary shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(4) The Treasurer shall be the depositary of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution, and is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission.

(e) Committees; Officers and Employees. The Board shall have the power to appoint such other committees, officers and employees as it may deem necessary.

(f) Delegation of Authority. The Board shall have the power, by resolution, to the extent permitted by the Joint Powers Law or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees, administrators or agents of the Commission (including, without limitation, the contactor and any counsel or consultant hired or appointed pursuant to Section 5) and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

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[FINAL]

(g) By-Laws. The Commission may adopt, from time to time, by resolution of the Board such by-laws for the conduct of its meetings and affairs as the Board may determine to be necessary or convenient.

Section 8. Fiscal Year. The Commission's fiscal year shall be the period from January 1 to and including the following December 31, except for the first fiscal year which shall be the period from the date of this Agreement to December 31, 2016.

Section 9. Disposition of Assets. At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 3, after payment of all expenses and liabilities of the Commission and provision for the continuing administration of all PACE financings that have been completed and are outstanding at the time of such termination, all property of the Commission both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; *provided, however*, that any surplus money on hand shall be returned in proportion to any contributions made by the Members and not previously repaid.

Section 10. Accounts and Reports; Audits. All funds of the Commission shall be strictly accounted for. The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Commission shall be open to inspection at all times by each Member. The Treasurer of the Commission shall cause an annual audit to be made of the books of accounts and financial records of the Commission by a certified public accountant or public accountant. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 10, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

Section 11. Funds. The Treasurer shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under Section 10, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 12. Notices. Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member.

Section 13. Additional Members; Withdrawal of Members.

(a) Counties. Any County in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such County with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such County approving this Agreement and the execution and delivery hereof; (ii) adoption by the County of the Model PACE Ordinance in accordance with Section 14(a) hereof and a certified copy of the resolution adopting same; and (iii) adoption of a resolution of the Board approving the addition of such County as a Member. Upon satisfaction

[FINAL]

of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(b) Municipalities. Any Municipality in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such Municipality with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such Municipality approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Board approving the addition of such Municipality as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(c) Withdrawal. A Member may withdraw from this Agreement upon written notice to the Board; *provided, however*, that no such withdrawal shall reduce the number of Members to fewer than two (2). Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing. Withdrawal by a Member shall not affect any outstanding PACE loans within such Member's jurisdiction or the Member's obligations, if any, with respect to the certification, collection and remittance of special charges in accordance with the PACE Program, nor shall withdrawal entitle any former Member to impose a tax, fee or charge prohibited to the remaining Members under Section 17.

Section 14. Model PACE Ordinance for County Members.

(a) As a condition to membership in the Commission, each County Member shall have adopted an ordinance (the "Model PACE Ordinance") in substantially the form, and substantively to the effect, set forth in EXHIBIT A to this Agreement.

(b) As a condition to continued membership in the Commission, a County Member shall not have repealed its Model PACE Ordinance or amended its Model PACE Ordinance unless such amendment has been submitted to and approved by the Board (a "Conforming Amendment") prior to its adoption. The Board shall not unreasonably withhold approval of such an amendment but shall not approve any amendment to a County Member's Model PACE Ordinance that, in the opinion of the Board, would frustrate or unreasonably interfere with the uniform application and administration of the PACE Program. Approvals or non-approvals by the Board shall be final and conclusive.

(c) The repeal of or adoption of an amendment (other than a Conforming Amendment) to a County Member's Model PACE Ordinance shall be deemed to be a voluntary withdrawal by such County Member with the effects set forth in Section 13(c).

Section 15. Indemnification. To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be

made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

Section 16. Contributions and Advances. Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Commission by Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Commission and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Commission to provide for the costs and expenses of administration of the Commission or otherwise, even though any Member may do so.

Section 17. Prohibition on Charges. No Member may impose upon or demand or collect from any Participant any tax, fee, charge or other remuneration as a condition to a Participant's obtaining PACE financing through or with the assistance of the Commission, except that Members may be permitted to do so pursuant to a uniform participant fee schedule established from time to time by the Board as part of the PACE Program.

Section 18. Immunities. To the fullest extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under this Agreement.

Section 19. Amendments.

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed

[FINAL]

amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

(b) The Board may, without the consent of the Members, amend this Agreement if, in its reasonable opinion and upon the advice of counsel, if deemed appropriate, upon which advice the Board may rely, such amendment is technical or clarifying in nature and does not substantively affect the rights and responsibilities of the Members. Notice of such amendment shall be provided to the Members at least twenty (20) but not more than sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and, upon the written request of any two (2) Members, the Board shall submit the proposed amendment for ratification by the Members in accordance with the procedure otherwise set forth in this Section 19.

Section 20. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 21. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 22. Miscellaneous.

(a) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) The Section headings herein are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

(c) Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

(d) This Agreement shall be governed under the laws of the State of Wisconsin.

10c

[FINAL]

(e) Any future amendments to the Joint Powers Laws shall be automatically incorporated into the terms of this Agreement and any terms of this Agreement inconsistent with future amendments to the Joint Exercise of Powers Laws shall, only to the extent necessary, be reformed in a manner consistent with the amendments.

(f) This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

10e

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

<p>On behalf of BROWN COUNTY:</p> <p>By: </p> <p style="text-align: center;">Troy Streckenbach</p> <p>Its: County Executive</p>	<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>
<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>	<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>
<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>	<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>

[FINAL]

Joint Exercise of Powers Agreement

relating to

WISCONSIN PACE COMMISSION

EXHIBIT A

**AN ORDINANCE TO CREATE CHAPTER 43 OF THE BROWN COUNTY CODE OF ORDINANCES
ENTITLED "PROPERTY ASSESSED CLEAN ENERGY FINANCING"**

(NOTE: Attach Chapter 43 Ordinance in full when enacted)

No. 10f -- **RESOLUTION SUPPORTING 2017 ASSEMBLY BILL 292 AND 2017 SENATE BILL 228, REGARDING THE SALE OF THE GREEN BAY CORRECTIONAL INSTITUTION.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the State of Wisconsin (the 'State') has operated the Green Bay Correctional Institution (GBCI) for 119 years, beyond its expected depreciable life cycle; and

WHEREAS, it has been estimated that continued operation of the GBCI will require the State to invest an additional \$200 million over the next ten years to bring the GBCI into greater compliance with various national, state and local codes; and

WHEREAS, it is critical that the State prudently manage its scarce capital improvement funds and 2017 Assembly Bill 292, and its companion 2017 Senate Bill 228, both put forward a sensible, pragmatic, and cost effective approach to retiring the GBCI while addressing the State's correctional needs; and

WHEREAS, 2017 Assembly Bill 292, and its companion 2017 Senate Bill 228, both require the State Department of Administration (the 'DOA') to solicit public bids to sell the GBCI and other specified parcels of land in the Village of Allouez. This bill also requires the DOA to solicit bids for a contract to build per the DOA's specifications and lease to the State, with an option to purchase, a prison facility in Brown County or in an adjacent county to have an occupancy date of no later than November 1, 2022. This bill requires that the facility be managed and staffed by employees of the WI Department of Corrections (the 'DOC'). Under this bill, the DOA must also enter into a lease with the purchaser of the GBCI that will allow the State to continue to use the institution and property until the occupancy date of the new facility. If the State purchases the new facility, then the State will make an annual payment to the ~~*taxation district and county municipality~~ where the facility is located equal to the property taxes ~~*received by the taxation district and county~~ paid by the owner of the facility for the last year in which the property was subject to taxation; and

***WHEREAS**, both Brown County and the Village of Allouez are in need of millions of dollars to address infrastructure needs; and

***WHEREAS**, the development of the land upon which GBCI sits and the relocation of GBCI to another site within Brown County will generate millions of dollars in new and sustainable tax revenue for Brown County, the Village of Allouez and the municipality within Brown County in which it is desired that a new facility will be built; and

WHEREAS, the Brown County Board of Supervisors desires to have the new prison facility that will replace the GBCI constructed within its borders; and

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors supports passage of Assembly Bill 292, and Senate Bill 228, and welcomes the consideration of the County of Brown as the county in which to construct the new prison facility that will replace the GBCI.

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this Resolution to Brown County Representatives and Senators, as well as Governor Scott Walker, and Secretaries Scott Neitzel (DOA) and Jon Litscher (DOC).

Fiscal Note: This resolution does not require an appropriation from the General Fund. The cost to carry out the resolution is \$6.44 and can be covered with the department's current budget.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/24/17

Authored by Corporation Counsel
Final draft approved by Corporation Counsel

(*As amended by Brown County Board of Supervisors, 07/19/17.)

A motion was made by Supervisor Ballard and seconded by Supervisor Brusky **“to amend resolution”**. (See amended language in red, above.)

Following discussion, a motion was then made by Supervisor Ballard and seconded by Supervisor Brusky **“to suspend the rules and allow Allouez Village President Jim Rafter to speak”**. Voice vote taken. Motion carried unanimously.

A motion was made by Supervisor Nicholson and seconded by Vice Chair Lund **“to return to regular order of business”**. Voice vote taken. Motion carried unanimously.

A roll call vote was then taken on the above motion to approve the amended language.

Roll call vote:

Ayes: Sieber, De Wane, Nicholson, Hoyer, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nayes: Lefebvre, Zima

Absent: Gruszynski

Total Ayes: 23 Total Nayes: 2 Total Absent: 1

Motion carried.

A motion was then made by Supervisor Ballard and seconded by Supervisor Brusky **“to adopt”**. Roll call vote taken:

Ayes: Nicholson, Hoyer, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Nayes: Sieber, De Wane, Lefebvre, Zima, Linssen, Kneiszel

Absent: Gruszynski

Total Ayes: 19 Total Nays: 6 Total Absent: 1

Motion carried.

ATTACHMENT TO RESOLUTION #10f
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 06-23-2017
REQUEST TO: Executive; and County Board
MEETING DATE: 07-10-2017; and 07-19-2017
REQUEST FROM: David P. Hemery (on behalf of several County Board Supervisors)
Corporation Counsel

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION SUPPORTING 2017 ASSEMBLY BILL 292 & 2017 SENATE
BILL 228, REGARDING THE SALE OF THE GREEN BAY CORRECTIONAL
INSTITUTION

ISSUE/BACKGROUND INFORMATION:

To Support Two Bills re GBCI

ACTION REQUESTED:

To Approve

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA
and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$6.44 _____
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? Funds for this nominal amount will
be found in the department's budget (not from the general fund)

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10f

Planning, Development & Transportation Committee

No. 10g -- ORDINANCE TO AMEND SECTION 25.09 OF CHAPTER 25 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "CONVEYORS OF PUBLIC TRANSPORTATION".

A motion was made by Supervisor Erickson and seconded by Supervisor Sieber "to hold for one month". Voice vote taken. Motion carried unanimously.

Special Planning, Development & Transportation Committee

No. 10h -- RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT DEVELOPMENT AND IMPROVEMENT AID.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the County of Brown, Brown County, Wisconsin, hereinafter referred to as the 'Petitioner/Sponsor,' being a municipal Body Corporate of the State of Wisconsin, is authorized by Wisconsin Statutes Section 114.11 to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the Petitioner/Sponsor desires to develop and improve the Green Bay - Austin Straubel International Airport, Brown County, Wisconsin; and

WHEREAS, airport users have been consulted in formulation of the improvements included in this Resolution/Petition; and

WHEREAS, a Public Hearing was held prior to the adoption of this Resolution/Petition in accordance with Chapter 114.33(2), as amended, and the following are attached to this Resolution/Petition regarding said meeting: 1) Correspondence dated 06-9-2017; 2) Copy of Notice and Proof of Publication; 3) Agenda; 4) Sign-In Sheet; 5) Two Maps of Proposed Developments and Improvements; and 6) Three Pages of Estimated Construction Costs of Proposed Developments and Improvements; and

WHEREAS, it is recognized that the developments and improvements petitioned for, as listed in the attached documents and as listed below, will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described below which are to be paid by the Petitioner/Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the 'Secretary') to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the Petitioner/Sponsor by the Secretary; the Petitioner/Sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described below; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the Petitioner/Sponsor does not provide the same; in the event the Petitioner/Sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the Petitioner/Sponsor; and

WHEREAS, to petition for these developments and improvements, the Petitioner/Sponsor is required by Wisconsin Statutes Section 114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the federal Airport and Airway Improvement Act, and is authorized to designate the Secretary as its agent for other purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that this Resolution/Petition for Federal and/or State Aid in the following form is hereby authorized and approved, and that the Petitioner/Sponsor, desiring to sponsor an airport development project with Federal and/or State aid, in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop and improve, should generally conform to the requirements for a Commercial Service Primary type airport as defined by the Federal Aviation Administration; and

2. That the character, extent, and kind of developments and improvements desired under the project are as follows: Storm Sewer Rehabilitation; Fuel Farm Road Rehabilitation; Curbside Canopy Replacement and Roadway Modifications; Public Parking Pavement, Lighting & Barrier Rehabilitation; Frontage Road Construction; Taxiway Pavement Rehabilitation; Taxiway Alignment Modifications; Land Acquisition; Rehabilitate Runway 18/36 (south); Dutchman's Creek Culvert Rehabilitation; Airfield Lighting/Signage Upgrades; Rehabilitate West Service Road; Apron Expansion; Apron Pavement Rehabilitation; Construct CAT 2 ILS; Terminal Façade, Baggage Handling & Security Modifications; Runway Safety Area Grade Improvements; Acquire Snow Removal Equipment; Construct West Perimeter Road; Replace Runway 18 PAPI; Electrical Vault Relocation; Perimeter Fence Relocation; and to clear and maintain runway approaches as stated in Wis. Admin. Code Chapter Trans 55, and any necessary related work; and

3. That the airport projects, which Petitioner/Sponsor desires to sponsor, are necessary to meet the existing and future needs of the airport.

BE IT FURTHER RESOLVED that the Secretary is hereby designated as the Petitioner's/Sponsor's agent and is requested to agree to act as such in matters relating to the airport development projects described above, and is hereby authorized as its agent: 1) To make all arrangements for the development and final acceptance of the completed project whether by contact, agreement, force account or otherwise, and particularly; 2) To accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; 3) To acquire property or interests in property by purchase, gift, lease, or eminent domain under Chapter 32 of the Wisconsin Statutes; 4) To supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and 5) To execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

BE IT FURTHER RESOLVED that the Petitioner/Sponsor requests that, pursuant to Wisconsin Statutes Section 114.33(8)(a), the Secretary provide that the Petitioner/Sponsor may acquire the required land or interests in land that the Secretary shall find necessary to complete the aforesaid projects, developments and improvements.

BE IT FURTHER RESOLVED, that the Petitioner/Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55,

Wisconsin Administrative Code, or in accordance with Petitioner/Sponsor assurances enumerated in a Federal Grant Agreement.

BE IT FURTHER RESOLVED that the County Executive and County Clerk are hereby authorized and directed to execute the Agency Agreement authorized by, and attached to, this Resolution/Petition.

Respectfully submitted,

PLANNING DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/24/17

Authored by: Airport
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution is a petition for Airport Improvement Aid and does not bind the County to any financial obligations.

A motion was made by Supervisor Sieber and seconded by Supervisor Dantine **“to adopt”**. Voice vote taken. Motion carried unanimously.

ATTACHMENTS TO RESOLUTION #10h

ON THE FOLLOWING PAGES



RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: June 26, 2017
REQUEST TO: Planning, Development and Transportation Committee
MEETING DATE: July 19, 2017
REQUEST FROM: Thomas W. Miller
Airport Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Petitioning the Secretary of Transportation for Airport Improvement Aid

ISSUE/BACKGROUND INFORMATION:

The petition includes a list of capital projects for which the Airport is seeking State and Federal grant dollars. In order for the projects to be eligible to receive State and/or Federal funds, the projects must be included in a petition to the State.

ACTION REQUESTED:

To approve the Resolution as well as the accompanying agency agreement designating the Secretary of Transportation as the Airport's agent.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? Individual projects contained in the petition will be included in future Airport budgets.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10h

AGENCY AGREEMENT

DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS Madison, Wisconsin

AN AGREEMENT DESIGNATING THE SECRETARY OF TRANSPORTATION AS ITS AGENT

WHEREAS, Brown County, Wisconsin, hereinafter referred to as the Sponsor, desires to sponsor airport development projects to be constructed with federal aid and/or state aid, specifically, the Green Bay - Austin Straubel International Airport project for:

Storm Sewer Rehabilitation; Fuel Farm Road Rehabilitation; Curbside Canopy Replacement and Roadway Modifications; Public Parking Pavement, Lighting & Barrier Rehabilitation; Frontage Road Construction; Taxiway Pavement Rehabilitation; Taxiway Alignment Modifications; Land Acquisition; Rehabilitate Runway 18/36 (south); Dutchman's Creek Culvert Rehabilitation; Airfield Lighting/Signage Upgrades; Rehabilitate West Service Road; Apron Expansion; Apron Pavement Rehabilitation; Construct CAT 2 ILS; Terminal Façade, Baggage Handling & Security Modifications; Runway Safety Area Grade Improvements; Acquire Snow Removal Equipment; Construct West Perimeter Road; Replace Runway 18 PAPI; Electrical Vault Relocation; Perimeter Fence Relocation; and any necessary related work.

WHEREAS, the Sponsor adopted a resolution on July 19, 2017, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution; and

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project;

NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor;

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures and the seal of the parties.

WITNESS:

Green Bay - Austin Straubel International Airport
Brown County, Wisconsin
Sponsor

Sandra L. Juno
County Clerk

By:

Troy J. Streckenbach
County Executive

.....
By: SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics

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101

No. 11 -- **CLOSED SESSION** – Struck from agenda.

No. 12 -- **SUCH OTHER MATTERS AS AUTHORIZED BY LAW.**

Late Communication.

No. 12a -- **FROM SUPERVISOR VAN DYCK (Amended Item #5a): REQUEST A REVIEW OF THE PERMITTING PROCESS FOR MANURE PITS IN BROWN COUNTY AND A SPECIFIC REVIEW AND DISCUSSION OF THE PROPOSED MANURE PIT IN THE TOWN OF LEDGEVIEW INCLUDING JURISDICTION OF BROWN COUNTY. REQUEST THAT CORP COUNSEL BE IN ATTENDANCE AS WELL AS REPRESENTATION FROM THE DNR.**

Referred to Land Conservation Subcommittee.

No. 13 -- **BILLS OVER \$5,000 FOR PERIOD ENDING JUNE 30, 2017.**

A motion was made by Supervisor Clancy and seconded by Supervisor Kneiszel “**to pay the bills for period ending June 30, 2017.**” Voice vote taken. Motion carried unanimously.

No. 14 -- **CLOSING ROLL CALL** - Twenty-five Supervisors were present and one Supervisor was excused.

No. 15 -- **ADJOURNMENT TO WEDNESDAY, AUGUST 16, 2017 AT 7:00 P.M., LEGISLATIVE ROOM 203, 100 N. JEFFERSON ST., GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Zima and seconded by Supervisor Becker “**to adjourn to the above date and time**”. Voice vote taken. Motion carried unanimously.

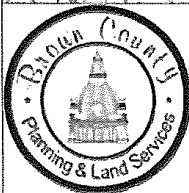
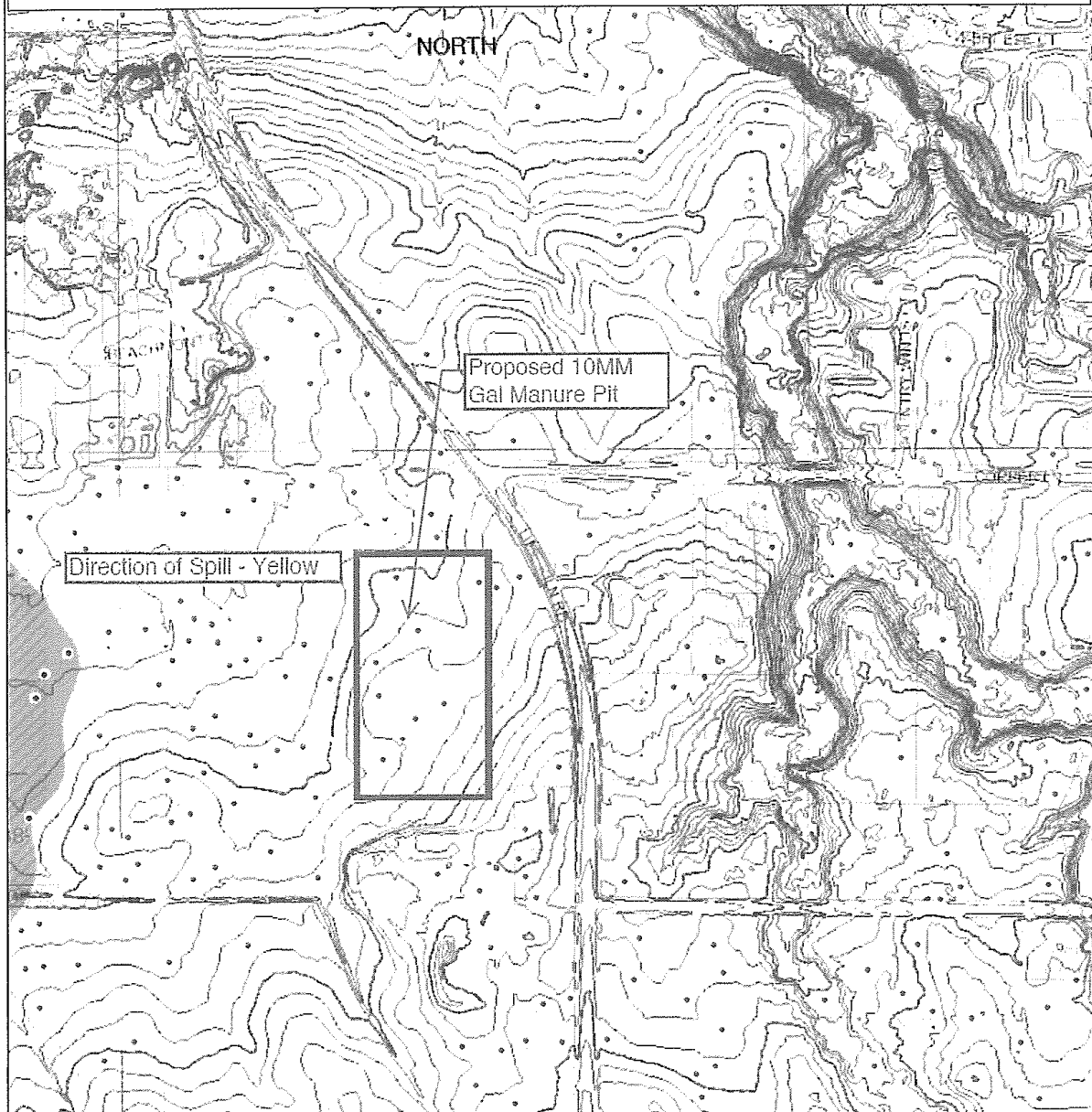
Meeting Adjourned at: 10:06 p.m.

/s/ Sandra L. Juno
SANDRA L. JUNO
Brown County Clerk

MAP HAND-OUT FROM #2/COMMENTS FROM THE PUBLIC

ON THE FOLLOWING PAGE

Ledgeview Farms Manure Pit



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)

A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

07/18/2017
Scale 1:4800